

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN**

**Lionel Velez
Vanessa Guadalupe**

**On behalf of themselves and
all others similarly situated**

Plaintiffs

v.

Case No. 19CV1056

Primeflight Aviation Services, Inc.

Defendants.

DECLARATION OF VANESSA GUADALUPE

Vanessa Guadalupe, being duly sworn and under oath, states as follows:

1. I am one of the named plaintiffs in the above captioned case. I make this declaration in opposition to the Defendant's motion to compel arbitration.

2. I applied to work with Primeflight on April 17, 2017. I completed the application at Primeflight's offices at Mitchell Airport in Milwaukee, Wisconsin. Primeflight secretaries who I believe were named Natalie and Mario Rios helped me complete the employment application, the entirety of which as far as I could tell was in English. I never authorized the secretary to on my behalf enter into any agreements with Primeflight while completing my employment application.

3. I do not know whether a password was set up for me during the process of completing my employment application. The only password I had access to during my employment with Primeflight was one through the payroll company ADP, which allowed me to

have access to my pay stubs. I do not know whether the ADP password gave me access to anything other than accessing my pay stubs; and have never used my ADP password for any purpose other than accessing my pay stubs.

4. As we were completing my employment application, multiple forms came up. The Primeflight Secretary would occasionally ask me for information such as my name, social security number, address, and telephone number, and would then type the information into the computer forms.

5. The Primeflight Secretary never explained to me that one of the forms that came up on the computer was an agreement that would require me to arbitrate any disputes I had with Primeflight. I was never asked to read, and the Primeflight Secretary did not read to me any of the forms that came up on the computer.

6. I never touched either the computer or a mouse during the entire process of completing my Primeflight application. I therefore did not click on anything in my employment application. I also did not enter my password into the computer to indicate my acceptance of any agreements with Primeflight.

7. Unless the Primeflight Secretary was typing my information into the form, each form would stay on the computer screen for only a few seconds before the Primeflight Secretary would click on the form so that the next form would then appear. I did not understand, based on my very limited ability to read the documents that quickly flashed across the computer screen, that one of the forms that was on the computer screen was an arbitration agreement.

8. I have never received from Primeflight a copy of any of the forms that the Primeflight Secretary completed and/or clicked on while completing my employment application. No one explained to me that I had a right to print out and retain a copy of the forms. I did not

know until approximately August 30, 2019, when I received a call from my lawyer, that Primeflight was claiming I had signed an arbitration agreement as a part of completing my employment application.

9. While I did receive an employee handbook from Primeflight, the handbook was in English. While I did not focus on it at time time, my lawyer has directed me to the provision of the handbook stating: “Primeflight does enter into arbitration agreements with its employees which are binding contracts.” I understand the provision to mean that when Primeflight does enter into arbitration agreements with its employees, it believes those agreements to be binding contracts; rather than that Primeflight would enter into arbitration agreements with every single one of its employees.

I declare under penalty of perjury that the foregoing is true and accurate to the best of my knowledge this 30th day of August, 2019.

/s/Vanessa Guadalupe
Vanessa Guadalupe